Building Material & Dump Truck Drivers Local 420, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America *and* Standard Concrete Material, Inc.
Case 21-CB-6647

March 12, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On February 11, 1980, Administrative Law Judge Peter E. Donnelly issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief, and the Charging Party filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order, as modified herein.[2]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Building Material & Dump Truck Drivers Local 420, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, South El Monte, California, its officers, agents, and representatives, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following as paragraph 1(b):

"(b) Restraining and coercing employees of Standard Concrete Material, Inc., by sending letters to said employees advising them that they had been suspended from membership in Respondent for nonpayment of dues; that they were required to pay a reinitiation fee; and that failure to pay such reinitiation fee would result in removal from their jobs; all at a time when Respondent did not represent a majority of said employees and said employees were under no statutory obligation to join Respondent."

2. Insert the following as paragraph 1(d):

"In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them under Section 7 of the Act."

2. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

NOTICE TO MEMBERS AND EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT restrain or coerce employees of Standard Concrete Material, Inc., by sending letters to said employees notifying them that their union membership has been transferred from Local 235 to Local 420 and that they are obligated to pay dues to Local 420 at a time when Local 420 does not represent a majority of the employees and they are under no statutory obligation to join Local 420.

WE WILL NOT restrain or coerce employees of Standard Concrete Material, Inc., by sending letters to said employees advising them that they have been suspended from membership in Local 420 for nonpayment of dues; that they are required to pay a reinitiation fee; and that failure to pay such reinitiation fee will result in removal from their jobs; all at a time when Local 420 does not represent a majority of said employees and said employees are under no statutory obligation to join Local 420.

WE WILL NOT attempt to cause Standard Concrete Material, Inc., to discharge employees for nonpayment of dues at a time when Local 420 does not represent the majority of said employees and said employees are under no statutory obligation to pay such dues to Local 420.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed them under Section 7 of the Act.

BUILDING MATERIAL & DUMP TRUCK DRIVERS LOCAL 420, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

[1] In the first paragraph of sec. III, A, 2, of the Administrative Law Judge's Decision entitled "Action by Joint Council 42 and Local 420," the second phrase of the first sentence should read: "that all grievances concerning the employees were handled by Local 235 and no other Teamsters local."

[2] We have modified para. 1(b) of the recommended Order by dividing it into two paragraphs, 1(b) and 1(d), respectively, the former enjoining the specific conduct of the Respondent found unlawful, and the latter enjoining the Respondent from engaging in unlawful conduct in "any or like related manner."

DECISION

STATEMENT OF THE CASE

PETER E. DONNELLY, Administrative Law Judge: The charge herein was filed by Standard Concrete Material, Inc., herein called the Employer, Standard, or the Charging Party, on September 21, 1978. An amended charge was filed on October 12, 1978. A complaint thereon was issued on December 21, 1978, alleging that Building Material & Dump Truck Drivers Local 420, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Respondent or Local 420, had violated Section 8(b)(1)(A) and (2) of the National Labor Relations Act, as amended. An amended complaint was issued on March 19, 1979, alleging additional violations of Section 8(b)(1)(A) and (2) of the Act. Answers were timely filed to both complaints. Pursuant to notice, a hearing was held before me at Los Angeles, California, on April 5 and 6, 1979. Briefs have been timely filed by the General Counsel, Respondent, and the Charging Party which have been duly considered.

FINDINGS OF FACT

I. THE EMPLOYER'S BUSINESS

The Employer is a California corporation engaged in the manufacture and transportation of cement and rock products in southern California. The Employer during the past 12 months received goods and products valued in excess of $50,000 directly from suppliers located outside the State of California. The complaint alleges, the answer admits, and I find that the Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION

The complaint alleges, the answer admits, and I find that Respondent and General Truck Drivers, Local 235, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called Local 235, are labor organizations within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Facts*

1. Background and contract negotiations

Since at least 1971 Standard and several other employers have comprised a group known as the Rock Products and Ready Mix Concrete Employers of Southern California and have been party to contracts with several Teamsters locals in the southern California area. The most recent contract, entered into on September 1, 1977, is effective through March 31, 1980, covering the some 34 employers listed in the contract and 7 Teamsters locals; namely, Locals 420, 982, 88, 235, 495, 692, and 871. These contracts have been negotiated by committees representing the employers and the unions. Members of the employer committee are designated by the employers. The union committee members are designated by the various local unions, one from each local union. The employers meet to formulate proposals which are the basis for the proposals made by the employer committee to the union committee during contract negotiations. Likewise, the several unions have prenegotiation meetings and formulate one set of proposals to be made to the management committee. The contracts are negotiated by the committees. The management committee has the authority to execute the negotiated contract on behalf of the employers. The union membership, however, must ratify the contract negotiated by the union committee.

All the contracts[1] negotiated since 1971 have included the same "Preamble" and recognition language which appear in the current 1977 to 1980 agreement. The preamble reads:

> 1977-1980 AGREEMENT
>
> THIS AGREEMENT, made and entered into This First Day of September, 1977 by and between the ROCK PRODUCTS AND READY MIXED CONCRETE EMPLOYERS OF CONCRETE EMPLOYERS OF SOUTHERN CALIFORNIA signatory hereto, respectively, hereinafter referred to as "The Employer," as separate parties, and LOCALS 420, 692, 495, 88, 982, 235 and 871 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA, hereinafter referred to as "The Union" or as "the applicable local Union."

The relevant recognition language reads:

> Article I
>
> RECOGNITION-UNION SHOP
>
> Section 1. Recognition of the Union: The Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for all employees in the bargaining unit, consisting of those classifications set forth in Article IV, Section 1 and excluding all employees properly covered by other bargaining units, office clerical employees, technical and professional employees, guards, watchmen and supervisors as defined in the National Labor Relations Act as amended. As used in this Agreement, the term "employee" refers only to the employees in the bargaining unit unless the context clearly requires a broader interpretation.

As to the matter of the geographical jurisdictions of the individual locals, the contract reads, in pertinent part:

[1] These collective-bargaining agreements are known as, and referred to herein as, Blue Book agreements.

Article XII

JURISDICTION OF LOCAL UNIONS

Section 1. Geographic Areas. The Union agrees to furnish the Employers with a map and description clearly defining the geographical areas of the respective local Unions parties to this Agreement.

It is undisputed that, since 1971, several of the employers, on an individual basis, have executed contracts with individual unions having the effect of removing certain unit employees from the coverage of the Blue Book. The Standard vice president and general manager, David Horowitz, testified, without contradiction, that in February 1977 Standard and Local 235 negotiated, and subsequently executed, a contract titled "For-Hire Material Haulers Agreement" between a newly established company headed by Horowitz, called Humble Transport Co., which had the effect of removing the rock and sand trucks and drivers previously covered by the Blue Book with Standard into coverage under the "For-Hire" agreement.[2]

Other such agreements were negotiated between Arthur K. Battle, manager of industrial relations for Conrock Co., on behalf of Reliance Transport Co., a wholly owned subsidiary of Conrock, with Locals 235 and Respondent. These were "For-Hire Cement Haul" agreements. The effect of these agreements was to remove work previously performed by Conrock employees under the Blue Book to separate coverage under the "For-Hire" agreements.

In another transaction Steve Gibson, vice president and general manager of G & E Ready Mix Concrete Co., testified that in 1974 he negotiated for G & E with Local 692 for a "For-Hire Cement Haul" agreement with CPL Trucking Company, a separate corporation set up by G & E to haul cement. This agreement had the effect of removing the cement haul work from the coverage of the Blue Book with G & E into a separate more favorable "For-Hire" agreement with CPL.

Also in August 1975, the rock and sand trucks which had been operating under the Blue Book with G & E employees were, by agreement with Local 692, transferred to a newly established corporation called Gibson Material Corporation and covered by a "For-Hire Material Haul" agreement. Two drivers were allowed to remain under the Blue Book coverage, but their wages were "red lined," or frozen at the existing Blue Book rate.

In another like arrangement, testified to by John Young, vice president for Transit Mix Concrete Company, 17 sand and rock drivers, employees represented by Local 235, were removed from the coverage of the Blue Book. This agreement, dated February 1, 1978, was negotiated between Young and representatives of Local 235 and had the effect of removing 17 truckdrivers from coverage under the Blue Book as Transit Mix employees into a separate "For-Hire Material Haul" agreement with Western Aggregate Transportation Company, a newly formed, wholly owned subsidiary of Transit Mix. Some 26 rock and sand trucks continued to operate under the Blue Book as a part of the Transit Mix operation.

Focusing now on the negotiations leading to the current contract, it appears that termination notices were sent by the individual local unions to the employers who employed their members. In the case of Standard, notice was received by letter dated June 17, 1977, from Kelly Drake, secretary-treasurer of Local 235, stating:

> In accordance with the provisions of our existing Labor Agreement, this is our official notice that we hereby terminate said Agreement as of August 31, 1977.
>
> We would like to meet with you for the purpose of negotiating a new Agreement to become effective 8-31-77.
>
> Please contact the undersigned so that a time and place can be arranged.

The chairman of the employer negotiating committee was Battle and the chairman for the union negotiating committee was H. J. Sperling of Joint Council No. 42, representing the seven local unions.[3] There followed a series of negotiating sessions leading to the execution of the current contract. At the second negotiating session on July 27, 1977, Battle proposed changes in the preamble and article I of the contract to substitute the following language for the above-quoted existing language:

> *Preamble*: Change to read as follows:
>
> "This Agreement is made and entered into this first day of September, 1977, by and between the Rock Products and Ready-Mixed Concrete Employers of Southern California, an industry group acting through its Employers' Negotiating Committee for and on behalf of the member Employers, hereinafter referred to collectively as 'the Employers' and individually as 'the Employer,' and Locals 420, 692, 495, 88, 982, 235 and 871 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter referred to collectively as 'the Unions' or as 'the applicable local Union,' as the case may be."
>
> *Article I — Union Membership:*
>
> *Section 1.* Change to read as follows: "The Employers recognize the Unions as the exclusive joint representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment for all employees in the multiemployer bargaining unit covered by this Agreement, consisting of employees of the Employers working in the classifications set forth in Article IV, Section 1, and covered by the predecessor agreement immediately prior to execution of this Agreement, and excluding all employees properly covered by other bargaining units, office clerical employees, technical and professional em-

[2] These "For-Hire" agreements provide lower wage rates thus enabling employees to remain competitive with other employees whose employees are not covered by the Blue Book.

[3] Sperling did not testify at the hearing.

ployees, guards, watchmen and supervisors as defined in the National Labor Relations Act, as amended. As used in this Agreement, the term 'the employee' refers only to the employees in the bargaining unit, unless the context clearly requires a broader interpretation."

Upon inquiry by Sperling, Battle explained that the changes were being proposed "due to the fact that we had that theory of the Board that we wanted to clear up the language so that there was no misunderstanding that we were negotiating on a multiemployer basis; that this had been the function of the employers' negotiating committee for many years in the process of collective bargaining on behalf of the employers we represent."[4] Sperling did not agree to these proposals, and specifically objected to the use of the word "joint" in the proposed change to article I, section 1. Battle testified that he cannot remember the basis for Sperling's objection. At the next meeting on July 29, 1977, the union committee objected to both the preamble and article I changes proposed by the Employer, saying that the language changes were not necessary. Battle asked Sperling if they disagreed with the Employer's contention that negotiations were being conducted on a multiemployer basis. According to Battle, Sperling responded that they were negotiating on a multiemployer, multiunion basis. Battle said that if that was the case, then they would proceed to discuss the rest of the proposals.

Another meeting was held on August 9, 1977. Battle submitted an employer proposal prefaced by a recital to the effect that the parties were in mutual agreement that they were negotiating on a multiemployer-multiunion local basis. Sperling countered that the words "as separate parties" be deleted from the preamble; however, Battle refused, taking the position that such deletion was unnecessary since they had a mutual understanding that they were negotiating on a multiemployer-multiunion basis. Battle testified that he was "suspicious" because Sperling had asked for the change, despite the fact that this language was also removed from the employer committee proposal of July 27, 1977. No changes were made in the language of either the preamble or article I during the negotiations for the instant contract. After being negotiated, the contract was signed by the employer negotiating committee on behalf of the employers and by the seven local union members after ratification by the local unions.

2. Action by Joint Council 42 and Local 420

By way of stipulation, the record discloses that the bargaining unit employees of Standard had always been members of Local 235 and no other Teamsters local; that all grievances concerning the employees were handled by Local 235 and other Teamsters locals; and that during September 1978 Joint Council No. 42 issued an order requiring these employees to be transferred to and become members of Local 420 instead of Local 235. It was further stipulated that at no time did or have any of such employees consented to such transfer to Local 420, nor have any of them signed Local 420 authorization cards or joined Local 420. It appears that thereafter on October 18, 1978, Local 235 disclaimed any interest in representing Standard's employees and that Local 235 has since merged with Local 952.

Subsequent to the transfer order of Joint Council No. 42, as stipulated by the parties, beginning on October 4, 1978, Traweek sent letters to Standard requesting the termination of various unit employees for nonpayment of dues under the union-security provisions of the Blue Book. Traweek also wrote letters to certain unit employees advising them that they had been suspended from Local 420 for nonpayment of dues and demanding a "reinitiation" fee, payable immediately, or be removed from their jobs with Standard.

B. *Discussion and Analysis*

The General Counsel, while not contending that the transfer of members from Local 235 to Local 420 was "*per se*" unlawful,[5] contends that Respondent's attempts to cause Standard to discharge these employees violates Section 8(b)(2) of the Act, since Respondent does not lawfully represent any of them. The General Counsel also contends that since Respondent does not represent these employees it was unlawful, under Section 8(b)(1)(A), for Respondent to advise them of their suspension from membership in Local 420 or to advise them that their continued employment with Standard depended on the payment of reinitiation fee.

Respondent, on the other hand, while conceding that these actions were taken, contends that its action was privileged since it was the lawful representative of these employees after the transfer to Local 420. Respondent contends that the transfer of members from Local 235 into Local 420 was lawful since the seven locals signatory to the Blue Book are the joint representative of all the employees covered by the contract, and the transfer was simply an internal union matter. In Respondent's view, it, as well as Local 235, and indeed all the other five locals covered by the contract are the lawful representatives of all the employees covered by the contract. Since Local 420 was, therefore, the collective-bargaining representative of the transferred employees, it was privileged to request Standard to terminate them under the union-security provisions of the contract; to advise these employees of their suspensions from union membership; and to condition their continued employment on payment of a reinitiation fee. The basic issue is whether or not the local unions, signatory Blue Book, are joint representatives of the employees covered by this agreement.

In evaluating this matter it is necessary to examine the contracts and past practices under the contracts. The language of the current contract and the prior contracts, in evidence dating back to 1971, all contain language both in the preamble and article I (recognition) which appear

[4] Battle testified that these changes were suggested because the National Labor Relations Board had issued a complaint in a case (Case 21-CA-14677) involving Conrock and Reliance as respondents, with Locals 420 and 467 as the charging parties, wherein the complaints concluded that this was not a multiemployer bargaining unit.

[5] *Joint Council of Teamsters No. 42, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (Grinell Fire Protection Systems Company, Inc.)*, 235 NLRB 1168 (1980).

to define the contractual relationship between parties on a separate individual basis within geographic jurisdictional boundaries established by the unions. If this language is to be modified by the past conduct of the parties it must be supported by the evidence. However, the evidence shows that grievances were filed by individual unions with individual employees, also, that separate agreeements were executed between individual unions and individual employers removing employees from the coverage of the Blue Book. Nothing in the records shows that the geographic jurisdiction of the individual local unions has not been observed. It is evident, in viewing the contract itself and the practices of the parties, that the contracts, while negotiated collectively through the employer committee and the union committee, were administered on a single-employer, single-union basis.

Respondent also argues that, apart from the contracts and the conduct of the parties under the contracts, it became apparent during the negotiations for the most recent contract that the employers and the unions have negotiated a multiemployer-multiunion contract. I do not agree.

At the start, and in order to avoid the implications of the contrary conclusion reached by the Regional Director for Region 21 in a case involving his Employer, noted above, Battle wanted confirmation by the Union that, not only were negotiations being conducted on a multiemployer-multiunion basis, but that the negotiated contract was in fact a multiunion-multiemployer agreement. To this end Battle proposed certain modifications necessary to the preamble and recognition provisions of the contract to reach that goal. However, the union negotiating committee declined to agree to these changes, and later the employer committee turned down a proposal by the union committee which would have deleted the words "as separate parties" from the preamble. Thus, both parties, for reasons set out above, backed away from proposals which would have had the effect of manifesting their intention to negotiate a multiemployer-multiunion contract and the language of the contract remained unchanged. These facts do not persuade me that the parties negotiated a multiemployer-multiunion contract despite the contention that Battle and Sperling concurred that negotiations were being conducted on a multiemployer-multiunion basis. The question is not the manner in which negotiations were conducted but whether or not representation under the resulting contract was multiemployer-multiunion in scope. In my opinion, negotiations were conducted on a multiemployer-multiunion basis, resulting in employee representation under the contract which was and has been single employer, single union, in scope.

The employees under these contracts, since at least 1971, have been represented separately within the geographical jurisdiction outlined in the contract. The language of the contract itself and the practices thereunder show this. Nothing which has occurred in the most recent negotiations compels a different result.

Having reached the conclusion that representation has been on a single-union basis, it follows that Respondent's contention that all the unions are joint representatives of all the employees must fail. This being the case, it is apparent that the transfer of Standard employee from Local 235 to Local 420 was effective and Local 420 is not and has never been the collective-bargaining representative of Standard's employees. Therefore, the attempts made by Local 420 to enforce the Union's security provisions of the contract were illegal. More particularly, I conclude that, by writing letters to Standard requesting the termination of various unit employees, Respondent has violated Section 8(b)(2) of the Act. *Millwright and Machinery Erectors Local Union No. 740, et al. (Tallman Constructors, a Joint Venture)*, 238 NLRB 159 (1978). By writing letters to the various employees advising them of their suspension from membership in Local 420 for nonpayment of dues, and requiring a reinitiation fee, and reciting that failure to do so would result in their termination, Respondent has violated Section 8(b)(1)(A) of the Act.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that Respondent has engaged in and is engaging in certain unfair labor practices, I shall recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the foregoing findings of fact, conclusions of law, and upon the entire record in this case, I hereby make the following:

CONCLUSIONS OF LAW

1. The Charging Party is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. By interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices proscribed by Section 8(b)(1)(A) of the Act.

4. By attempting to cause the Charging Party to discriminate against employees in violation of Section 8(a)(3) of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(b)(2) of the Act.

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, I hereby issue the following recommended:

ORDER[6]

The Respondent, Building Material & Dump Truck Drivers Local 420, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, South El Monte, California, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Restraining and coercing employees of Standard Concrete Material, Inc., by sending letters to said employees notifying them that their union membership had been transferred to pay dues to Local 420, at a time when Local 420 did not represent a majority of the employees and they were under no statutory obligation to join Respondent.

(b) Restraining and coercing employees of Standard Concrete Material, Inc., by sending letters to said employees advising them that they had been suspended from membership in Respondent for nonpayment of dues; that they were required to pay a reinitiation fee; and that failure to pay such reinitiation fee would result in removal from their jobs; all at a time when Respondent did not represent a majority of said employees and said employees were under no statutory obligation to join Respondent; or in any like or related manner restraining or coercing employees in the exercise of rights guaranteed under Section 7 of the Act.

(c) Attempting to cause Standard Concrete Material, Inc., to discharge employeees for nonpayment of dues, at a time when Respondent did not represent a majority of said employees and said employees were under no statutory obligation to pay such dues to Respondent.

2. Take the following affirmative action necessary to effectuate the policies of the Act:[7]

(a) Post at its offices and places where its meetings are customarily held copies of the attached notice marked "Appendix."[8] Copies of said notice, on forms provided by the Regional Director for Region 21, after being duly signed by an official representative of Respondent, shall be posted by it immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to its members are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Mail signed copies of the notice to said Regional Director for posting, Standard Concrete Material, Inc., willing, at all locations where notices to its employees are customarily posted.

(c) Notify the Regional Director for Region 21, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

[6] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[7] The General Counsel seeks as a relief in this case an order that Respondent inform Standard Concrete Material, Inc., and the unit employees that Respondent will rescind the suspension of membership and payment of any reinitiation fee for failing to pay dues when Respondent does not represent a majority of the unit employees. However, since it has been stipulated by the parties that none of the employees has joined Respondent, the posting of the notices provided herein constitutes adequate notice to both Standard Concrete Material, Inc., and the affected employees.

[8] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."